

# EXHIBIT GG

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GEN. COUNSEL ASSOC.

415 428 3901 P. 41/45

NONCOMPETITION AGREEMENT

This NONCOMPETITION AGREEMENT, dated July \_\_, 1997 (the "Agreement") is made by and between DeltaPoint, Inc., a California corporation ("DeltaPoint"), and \_\_\_\_\_ (the "Stockholder").

BACKGROUND

This Agreement is entered into in connection with and is a condition to the Stock Exchange Agreement dated as of the date hereof (the "Stock Exchange Agreement") between DeltaPoint and Site/technologies/inc., a Delaware corporation ("Site"), pursuant to which DeltaPoint has acquired Site on the date hereof (the "Effective Date").

Stockholder is or was an [employee, founder, stockholder and executive] of Site and has been actively involved in the development and marketing of Site's products. DeltaPoint intends to continue the business of Site after the date hereof and integrate such business into DeltaPoint's ongoing business. To preserve and protect the assets of Site, including Site's goodwill, customers and trade secrets of which Stockholder has, and will, in his role as an employee of Site and/or DeltaPoint, have knowledge, and to preserve and protect DeltaPoint's goodwill and business interests going forward, and in consideration for DeltaPoint's entering into and performing under the Stock Exchange Agreement, Stockholder has agreed to enter into this Agreement.

Stockholder and DeltaPoint believe the limitations as to time, geographical area and scope of activity contained in this Agreement hereof are reasonably necessary to, and no greater than that required to, protect the goodwill and business interests purchased by DeltaPoint.

1. Noncompetes. For two years following the Effective Date, or one year from the termination of employment of Stockholder by DeltaPoint and/or Site, whichever is longer, Stockholder shall not either for himself or on behalf of any other person, partnership, firm, association or corporation in any territory in which Site or DeltaPoint is actively engaged in business (1) open or operate a business which is in competition with any business of Site or DeltaPoint operated or contemplated by Site as of the date of this Agreement, (2) act as an employee, agent, advisor or consultant of any then existing competitor of Site or DeltaPoint with respect to any business which had been operated or contemplated by Site immediately prior to the date hereof, (3) solicit or accept business from any of DeltaPoint's or Site's competitors with respect to any business operated by Site immediately prior to the date hereof, unless authorized by DeltaPoint, in advance and in writing, (4) take any action to or do anything reasonably intended to divert business from DeltaPoint or Site or influence or attempt to influence any existing customers of DeltaPoint or Site to cease doing business with DeltaPoint or Site or to alter its then existing business relationship with DeltaPoint or Site, in each case with respect to any business operated or contemplated by Site immediately prior to

TEL: 609.475.0000 FAX: 609.475.0001

NO. 076 8704

WILSON SONSINI + G.F. C.A. LLP

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